

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO**

REAFFIRMATION AGREEMENT

DEBTOR: Keith Edward Swartz

CASE NUMBER 05-41968

Chapter 7

Washington Mutual Loan No. xxxxxx5066

Whereas on 1/27/2003, Keith Edward Swartz, hereinafter referred to as Debtor, and Washington Mutual Bank, FA, hereinafter referred to as Secured Party, entered into a real estate mortgage or deed trust, hereinafter referred to as mortgage, and a mortgage or trust note in the principal amount of \$150,000.00 hereinafter referred to as note.

WHEREAS, on 10/6/2005 the Debtor filed a voluntary petition in bankruptcy under Chapter 7 of the Bankruptcy Code and scheduled the above debt as evidenced by the note for discharge, and

WHEREAS, the Trustee has determined that there is no equity for the estate in the real estate described in the mortgage and has abandoned said real estate,

NOW, THEREFORE, in consideration of the Debtor's obligations under the note and mortgage and in order to induce the SECURED PARTY to forbear from any legal action concerning the real estate referred to above, it is mutually agreed as follows:

1. Debtor does hereby unconditionally promise to pay the remaining balance of the note in accordance with the terms and conditions of that note.
2. ***Debtor hereby acknowledges and understands that this Reaffirmation Agreement is not required by the bankruptcy code (Title 11 of the United States Code), by any non-bankruptcy law or by any agreement which is not in accordance with the provisions of 11 U.S.C. Section 524 (c) and that Debtor has executed this Reaffirmation Agreement voluntarily and of his/her own free will.***
3. Debtor will execute, if requested by the Secured Party, a new note or any other documents necessary to effectuate this agreement.
4. Debtor and Secured Party hereby acknowledge and understand that this Reaffirmation Agreement will become enforceable against Debtor at the time of the discharge hearing, pursuant to 11 U.S.C., Sec. 524 (c) (4), if he/she is granted a discharge at this time.
5. ***Debtor understands and acknowledges that he/she may cancel and rescind this Reaffirmation Agreement at any time prior to discharge or within sixty (60) days after this agreement is filed with the court, whichever occurs later, by giving notice of rescission to the Secured Party.***
6. Debtor understands and acknowledges that if he/she does not cancel and rescind this Reaffirmation Agreement prior to discharge or within sixty (60) days after this agreement is filed with the court, he/she will be bound by this Reaffirmation Agreement and the terms and conditions of the note or any additional note, the mortgage, or any other document that may be executed in regards to this agreement.

7. If Debtor cancels and rescinds this Reaffirmation Agreement prior to discharge or within sixty (60) days after this agreement is filed with the court, the Debtor understands and acknowledges that the Secured Party can immediately proceed to enforce its rights in accordance with the provisions of the note or the mortgage. Debtor stipulates to modify the automatic stay pursuant to 11 U.S.C. Sec. 362 (d) without further hearing.
8. Debtor understands and acknowledges that if he/she defaults with respect to his/her obligations under this agreement, the note or any additional note, or the mortgage, the Secured Party will have the right to proceed to foreclose its mortgage and that he/she would be personally liable for any deficiency after any sale or disposition of the real estate.
9. Any cancellation or rescission of this agreement by the Debtor prior to discharge or within sixty (60) days after this agreement is filed with the court as set forth above shall be in writing and mailed or delivered to the Secured Party.

DATED 1-19-06

DEBTOR Keith E Swartz
Keith Edward Swartz

Washington Mutual Bank, FA
Secured Party (or Parties)

By: LandAmerica Default Services as Agent
for Washington Mutual Bank, FA

DATED 1-25-06

BY Brian L. Caspy
~~Kenneth L. Rushford, Jr.~~, Vice President
Brian L. Caspy

Washington Mutual Bank, FA Loan #xxxxxx5066

ATTORNEY DECLARATION

The undersigned represents the Debtor in the above captioned bankruptcy, case number 05-41968 and during the negotiation of this Reaffirmation Agreement. This agreement:

- a. *Represents a fully voluntary agreement by the Debtor, and*
- b. *Does not impose an undue hardship on the Debtor or any dependent of the Debtor.*
- c. *Was fully explained to the Debtor and the Debtor has been fully advised of the legal effect and consequences of this agreement and any default under the agreement.*

Jason R Farley
Debtor's Attorney: Jason R Farley

Please return a copy to our office after this has been duly signed and entered with the court.

**PROOF OF SERVICE BY MAIL
(Federal)**

STATE OF CALIFORNIA, COUNTY OF ORANGE

Case No. 3:05-bk-41968

I am employed in the County of Orange, State of California. I am over the age of 18 and am not a party to the within action. My business address is 19732 MacArthur Blvd., Suite 100, Irvine, Ca 92612.

On 01/26/2006, I served the foregoing document described as **REAFFIRMATION AGREEMENT** on parties to this action by placing true copies thereof enclosed in sealed envelopes in the United States mail at Irvine, California addressed as follows:

SEE ATTACHED SERVICE LIST

The envelope(s) was/were mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on 01/26/2006, at Irvine, California.

/s/ David Paulo

David Paulo

SERVICE LIST

Case No.3:05-bk-41968
Reaffirmation Agreement

Debtor(s)	Keith Edward Swartz 120 Friend Street Ludlow Falls, OH 45339
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Debtors' Counsel	Jason R Farley 314 W Main St Troy, OH 45373
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Chapter Trustee	David L Mikel 210 West Main Street Troy, OH 45373
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LandAmerica
Default Services

Via Regular Mail

Jason R Farley
314 W Main St
Troy, OH 45373

Re: Potential Agreement for Reaffirmation of Debt

Our File No: RAF-01020588
Loan No: 0605665066
Debtor: Keith Edward Swartz
Servicer: Washington Mutual Bank, FA
Property: 120 Friend Street Ludlow Falls, OH 45339
Case: Chapter 7, 3:05-bk-41968

Enclosed herewith is a true and exact copy of the executed Reaffirmation Agreement that will be filed with the Southern District of Ohio Court.



Via Regular Mail

Keith Edward Swartz
120 Friend Street
Ludlow Falls, OH 45339

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Document Page 7 of 7

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David L Mikel
210 West Main Street
Troy, OH 45373

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